



www.z1tech.net

ZBlock **Terms & Conditions**

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1.0 Definitions

1.1 Z-Blocks are a brand name of Zero One Technology Limited and are Time Credits purchased to provide incident support services namely consultants time

1.2 Zero One: means Zero One Technology Ltd 18 Teddington Business Park Station Road Teddington TW11 9BQ

1.3 The Customer: means the organisation that enters into the Agreement for the delivery of Z-Blocks. This will be the organisation to whom services will be delivered and/or Z-Blocks Invoices will be addressed to.

1.4 Agreement: means a contract for the provision of Z-Blocks services signed by both parties (Zero One and the Customer). The agreement declares that the Customer accepts the Z-Blocks Terms and Conditions.

1.5 Support: means any time spent by a Consultant performing work covered by a Z-Blocks agreement.

1.6 Incident: means the request for Support and all the actions associated with it.

1.7 Incident Support: means Support relating specifically to Incident requests as opposed to Support via Z-Blocks Options packages and other general assistance relating to the System.

1.8 Consultant(s): means any technical staff of Zero One assigned to provide Support to the Customer.

1.9 System Audit: means an assessment of the System by a Consultant in order to gain the necessary understanding of the System for Zero One to be able to supply the required Support and other Z-Blocks Option packages.

1.10 Z-Blocks Options: means a range of service packages that can be purchased in addition to Incident Support to minimise the risk of business interruption caused by IT issues or to enhance the service delivered by Zero One.

1.11 Response Time: means the time requested by the Customer for Zero One to respond to an Incident as set out in clause 4.4.

1.12 On Site Support: means the provision of Support services by Zero One at the Customer Site(s)

1.13 Remote Support: means the provision of Support services by Zero One at a site that is remote from the Customer's Site(s). Primarily this will be from Zero One's offices.

1.14 Credits: means pre paid Z-Blocks Credits that are used in return for Incident Support and Z-Blocks Options from Zero One.

1.15 Overdrawn: means that the Customer has received Support of a greater value to that of the Credits purchased to date, hence the Customer's Account is overdrawn.

1.16 Principal Contact: means the person nominated by the Customer to act as its main representative. The Principal contact is named in the Agreement and will receive official notices and important information and formal notices regarding Z-Blocks from Zero One.

1.17 Authorised Caller(s): means representatives of the Customer named in the Agreement that are able to log Z-Blocks Incidents. There is no restriction on changes to, or the number of Authorised Callers the Customer can name in the Agreement.

2.0 Z-Blocks Services

2.2 Z-Blocks provide the following services either as Incident Support or via the various Z-Blocks Option packages:

2.2.1 Corrective action, System fault analysis, Status reporting, Application monitoring, Health checking, System administration, Bug fixes, Software patching, Evaluation of new hardware or software, Performance and baseline testing, Real time hardware and application monitoring, Online offsite backup solutions, Out of Hours (24/7) Support cover

2.3 Specific services NOT covered by the Agreement:

2.3.1 Procurement of new hardware, software

2.3.2 Fixed price project work

2.3.3 Non Intel based systems

2.3.4 Non core Microsoft and third party applications

3.0 Getting Started

3.1 The Customer accepts responsibility for the status of their System prior to the involvement of Zero One. Any System deficiencies resulting from poor management prior to the commencement of the Z-Blocks Agreement may lead to increased costs which are beyond the control and responsibility of Zero One.

3.2 After the commencement of a Z-Blocks Agreement a System Audit will be performed. Any deficiencies found in the System Audit can be corrected under this agreement. The client is under no obligation to deal with the issues raised by the System Audit.

3.3 Once payment is received for the Agreed Credit Balance, the Credits will be deposited into the Customer's Z-Blocks Account. The Credits may then be exchanged for Incident Support as required.

3.4 Zero One retains the right to set a minimum Agreed Credit Balance depending upon the number of users within the organisation.

3.5 Any Z-Blocks Option packages required by the Customer will be performed as scheduled in the Agreement and will be debited from the customers Z-Blocks account.

4.0 Requesting Support

4.1 All requests for Support from the Customer must be made by Authorised Callers via telephone on 020 8614 8202 or e-mail on support@Z-Blocks.co.uk. Or via the Z-Blocks web logging system.

4.2 If named as an Authorised Caller, there is no restriction on the amount of Support an individual may request, unless Zero One have placed general restrictions upon the Customer's Account as per clause 7.10 below.

4.3 By naming individuals as Authorised Callers the Customer agrees to incur costs for Incidents raised by those Authorised Callers and that the said individuals will have been made aware of the cost implications of raising Incidents under the Response Times stated below in Appendix 1 below.

4.4 When logging an Incident the Authorised Caller representing the Customer must provide a description and state the required Response Time for the Incident. The Response Time stated must be in accordance with those listed below in Appendix 1.

4.5 Upon receiving notification from an Authorised Caller regarding an issue with the Customer's System, the issue will be logged as an Incident with an allocated Incident reference number. The Incident reference number along with details of the Incident will be stated to the Authorised Caller in the form of an email, verbally or web page confirmation page.

4.6 Support delivered in respect of all Incidents (Incident Support) will be logged under the specific Incident reference number.

4.7 Zero One retains the right to perform Incident Support at any point within the requested Response Time. If the Customer cancels an Incident when work has already commenced, the time spent up to that point will remain chargeable.

4.8 The Response Time specifies the time within which Zero One will begin work on the Incident and not the time for a fix for the incident to be implemented.

4.10 When an Zero One Consultant begins work on an Incident a further automatic email will be sent to the Customer stating that work has commenced on the Incident.

4.11 Whilst working on Incidents, Consultants will keep a record of the time they spend and the actions taken. This information will be logged in the Z-Blocks Application.

4.12 No guarantees or commitments will be given regarding the length of time required for resolving Incidents.

4.13 To ensure that Incidents are resolved as quickly as possible and to reduce the reliance on individual Consultants, Zero One retain the right to allocate Consultants to Incidents and actions within Incidents as they see fit, depending on the skills, experience and availability of Consultants.

4.14 Once the issue in question is resolved the Consultant will close the Incident in the Z-Blocks Application. A final email will be sent to the Customer including all times, notes and Credits used.

4.15 Upon closure of an Incident by a Consultant the appropriate number of Credits will be debited from the Customers Account. The number of Credits debited for an Incident will be determined by the Response Time requested by the Customer and the number of minutes logged by the Consultant for that Incident in the Z-Blocks Application.

4.16 In circumstances when the Consultant is unable to access the Z-Blocks Application or when the Customer is unable to receive email we will use our best endeavours to notify the customer via an alternative method.

4.17 If Zero One fail to meet a out of hours Response Time for an Incident all Incident Support for the specific Incident in question will be performed at the standard time rate but this does not include the supply of hardware, software, or the services of third parties

4.18 If Incident Support is delivered later than a requested Response Time due to a specific request from the Customer, all time spent on the Incident will remain chargeable.

4.19 Remote Support will be delivered when possible. Consultants will gain remote access to the System to investigate faults and implement the necessary fix.

4.20 The Customer accepts that in certain circumstances a Consultant will have to make an On Site visit in order to implement the required fix or to fully diagnose the Issue in question.

4.21 When On Site Support following Remote Support isn't necessary or possible immediately (e.g. delivery of a vital piece of equipment is being awaited); the On Site Support will be charged at the subsequent slower Response Time according to the time agreed with the Customer for the On Site visit.

4.22 If the Customers specifically requests On Site Support for any Incident as opposed to Remote Support, Zero One will oblige. The Customer accepts that this will lead to higher costs as a result of the pricing table detailed in Appendix 1 below

5.0 Availability of Support and Out of Hours Support (24/7 cover)

5.1 Zero One's standard working Hours for Support services are 9.00 AM – 6.00 PM Monday to Friday.

5.2 Zero One will provide Support known as "Out of Hours" Support to Authorised Callers named in the Agreement beyond Zero One's standard working hours as detailed in Appendix 1 below.

5.3 Out of Hours Support will be available as detailed in Appendix 1 below.

5.4 Each set of hours outside of Zero One's standard working hours will be referred to as an "Out of Hours" period.

5.5 Out of Hours Support will be debited from the customers Z-Blocks account

5.6 The telephone number that must be used by the Customer during Out of Hours periods is: 020 8614 8202.

5.7 During Out of Hours periods Zero One guarantee that duty Consultants will be available to respond to issues relating to the Customer's System via the telephone.

5.8 If Out of Hours Consultants are otherwise engaged when the Customer calls, a messaging facility will ensure that a Consultant is notified as soon as possible.

5.9 All Out of Hours period Support calls received by Consultants will be logged as an Immediate Response Incident and charges will be levied accordingly. Slower Response Times will not be available for Incidents during Out of Hours periods.

5.10 Consultants on duty during Out of Hours periods will have access to a PC with the ability to remotely connect to the Customer's System. The Consultant will attempt to connect remotely when appropriate.

5.11 Zero One can not guarantee that the remote connection to the Customer's System will always be available Out of Hours due to factors with the Customer's system or due to other external factors with 3rd party suppliers beyond the control of Zero One.

5.12 When Remote Support can not resolve the Incident and On Site Support is required, the On Site visit will be arranged for the soonest available point in time.

6.0 Z-Blocks Option packages

6.1 Z-Blocks Option packages are a range of services that are supplied in addition to Incident Support as part of the Z-Blocks Agreement. Z-Blocks Option packages may be added to the Agreement at any time by request of the Customer with immediate effect or removed from the Agreement as required with the provision of 30 days notice.

6.2 The Z-Blocks time charge of each Option package will be determined by the needs of the Customer

6.3 When applicable the agreed fees for Z-Blocks Option packages will be debited from the Customers Z-Blocks Account

6.4 The full Terms and Conditions for each available Option are included below where applicable as Annexes to these main Terms and Conditions.

6.6 The Terms and Conditions for new Z-Blocks Option packages will be added to these main Terms and Conditions as Annexes on an as required basis. The addition of such Annexes will NOT be deemed as a change to these Terms and Conditions that warrants formal notification as stated in sections 18.0 and 19.0 below.

7.0 Account Information and Invoicing

7.1 Z-Blocks Invoices will be raised as and when additional Z-Blocks credits are required or are ordered by the customer and will consist of:

7.1.1 The fee for the number of Z-Blocks Credits required to bring the Account back to the Agreed Credit Balance where applicable.

7.2 The applicable price of Z-Blocks Credits at any given time as per Appendix 1 below, Zero One retain the right to revise the price of Z-Blocks Credits or the number of Z-Blocks Credits charged per hour from time to time. In the event of a change in pricing, formal notice will be provided to the Customer by Zero One stated herein.

7.3 Time segments will be billed in full if only part of the time segment has been spent by a Consultant providing Support.

7.4 Remote Support is billed in 15 minute time segments. The minimum billing period for Remote Support is 15 minutes.

7.5 On Site Support is billed in 60 minute time segments. The minimum billing period for On Site Support is 60 minutes.

7.6 The Customer will be invoiced for Z-Blocks. All Z-Blocks Invoices must be paid by the Customer within 7 days of the Z-Blocks Invoice date. Zero One reserve the right to recover on a full indemnity basis any costs incurred collecting overdue payments.

7.7 When Z-Blocks Invoices are paid on time, the requested level of Support for future Incidents will be delivered providing the number of Credits in the Customer's Account is sufficient to meet the incident time charges (i.e. the Customer may become overdrawn without any penalties or restriction to service.)

7.8 When the Customer's Account becomes overdrawn, the necessary number of Credits to return the Account to the Agreed Credit Balance will be invoiced immediately where applicable.

7.9 If the Customer is continually Overdrawn Zero One retains the right to impose an Agreed minimum Credit Balance. The minimum Credit balance will be equivalent to the average of the Customer's Overdraft over the past 3 months or other such Credit Balance as may be agreed between the parties.

7.10 If Z-Blocks Invoices remain unpaid:

7.11.1 Zero One retain the right to limit the level of Support on an ongoing basis to reflect the positive number of Credits available in the Customer's Account (i.e. the Overdraft facility will be removed or capped).

7.11.2 A Consultant, upon the instruction from Zero One, may not be able to conclude the Support required for particular Incidents, as the necessary Credits balance is not available (due to the unlimited Overdraft facility being removed or capped).

7.11.3 Services associated with Z-Blocks Option packages can be put on hold if payment for Z-Blocks Invoice(s) is overdue.

7.14 For work performed on behalf of UK registered organisations all amounts invoiced will be subject to VAT payable at the then prevailing rate.

8.0 Complaints

8.1 In the event that the Customer is dissatisfied with the quality or performance of a Consultant, the Customer must inform Zero One immediately, stating the basis for dissatisfaction. If, in the view of Zero One, the situation merits it, Zero One will withdraw the Consultant immediately and will use its reasonable endeavours to provide a replacement.

8.2 In the event of a complaint by the Customer in respect of work performed by a Consultant, in terms of time taken or methodology and techniques used, the Customer shall notify Zero One immediately and by no later than 5 working days after the completion of the Support. Failure to notify Zero One of such an issue within this time will absolve Zero One from any liability in this respect. Any other complaint by the Customer in respect of any other aspect of the work shall be notified as soon as the fault in question is found.

9.0 Term of Agreement

9.1 The Agreement, between the Customer and Zero One is perpetual and will only cease upon termination by the Customer or Zero One in accordance with section 10.0 below.

10.0 Termination of Agreement

10.1 The Customer may cancel the Agreement at any time upon giving Zero One 30 days notice in writing.

10.2 In such circumstance the value of any Credits left in the Customer's Account at the point of termination will be paid by Zero One to the Customer in full.

10.3 At the end of the notice period the Customer's Account will terminate unless overdrawn.

10.4 When Overdrawn the termination will only proceed upon receipt of all monies owed in full. i.e. the Customer's Account balance must be a minimum of zero and all Z-Blocks Option packages for which work has been performed must be paid.

10.5 Zero One can terminate the Agreement with 30 days notice in writing. The value of any Credits left in the Customer's Account at the point of termination will be paid by Zero One to the Customer in full.

11.0 Intellectual Property Rights

11.1 Intellectual property rights in respect of Network Infrastructure Solutions including Hardware, Operating Systems and 3rd Party Software:

11.2 The System shall remain the property of the Customer and legal ownership shall remain vested in it along with any future Changes made to the System under the Agreement.

11.3 Any System documentation created under the Agreement is the property of the Customer. This will be provided to the Customer upon request as long as the Customer's Account is not in negative balance and/or being disputed.

11.4 The knowledge and expertise that Zero One possesses in order to perform Support as required/requested by the Customer will inherently remain vested in Zero One and the Consultant(s) in question.

11.5 Intellectual property rights in respect of Software built by Zero One:

11.6 When ownership of the Software remains vested in Zero One:

11.7 All Intellectual Property Rights and copyright relating to the System that is licensed to the Customer shall remain vested in Zero One in accordance with the license that has been granted by Zero One for the use of the System by the Customer.

11.8 When ownership of the Software is transferred to the Customer:

11.9 No part of the System may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or stored in a retrieval system, by Zero One without the prior written permission of the copyright owner (the Customer).

11.10 The intellectual property rights and copyright and all other confidential information in the development of a Change shall vest in Zero One until approved by the Customer.

11.11 Upon receipt of the Customer's approval /acceptance for a Change and upon payment from the Customer for all associated charges, Zero One will assign the intellectual property rights and copyright relating to that Change, to the Customer.

12.0 Warranty

12.1 Zero One warrant that Support will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

12.2 Zero One warrant that it will have and maintain the necessary technical skills and knowledge to Support the System defined in the Agreement.

12.3 Zero One do not warrant that the operation of the System will be uninterrupted or error free over any specified period of time.

12.4 Zero One do not warrant the performance of third party Hardware and Software. Advice and Support from third party manufacturers will be sought where necessary and when available. Zero One have partnership agreements with key suppliers and manufacturers to enable such Support to be obtained but can not warrant the quality or accuracy of advice and Support received from 3rd parties.

13.0 Limitation of Liability

13.1 The liability of Zero One for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the aggregate price paid for the services under the Agreement for the particular incident in question.

13.2 In no event shall Zero One, it's partners or suppliers be liable for costs of substitute goods or services, nor will they be liable for loss of profits, loss of data or any indirect, special, incidental, consequential or punitive damages however caused, whether due to a breach of contract, negligence or otherwise unless such liability is determined by a Court of competent jurisdiction, without further recourse to appeal, that it was caused by gross negligence, wilful misconduct or fraudulent acts, by Zero One

14.0 Confidentiality

14.1 Each party undertakes to the other to treat all information (in any form) exchanged in relation to the Agreement as confidential for the period of the contract and beyond.

15.0 Solicitation

15.1 The Customer will make no approach or offer relating to employment to a Consultant or any other employee of Zero One during the period of the Agreement.

15.2 Upon termination of the Agreement, the Customer agrees not to engage any Consultant or employee introduced by Zero One in any form without the written consent of Zero One.

15.3 Zero One reserve the right to charge the Customer if an Zero One Consultant or employee is engaged in full time employment by the Customer or by any 3rd party introduced by the Customer. It is agreed the Customer shall pay an introductory fee to Zero One the equivalent of 40% of the annual remuneration package (including benefits and commission) of the Consultant or employee in question.

16.0 Force Majeure

16.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, terrorist activity, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority (an 'Event of Force Majeure').

16.2 Each of the parties agrees to give notice to the other upon becoming aware of an Event of Force Majeure. Such notice must contain details of the circumstances giving rise to the Event of Force Majeure.

16.3 If a default due to an Event of Force Majeure shall continue for more than twelve [12] weeks then the party not in default shall be entitled to terminate the Agreement. Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure.

17.0 Changes to the Price of Z-Blocks Services

17.1 Zero One retains the right to review the price of Credits or the number of Credits charged per hour from time to time. Zero One undertake to inform the Customer of any such alterations with 30 days written and email notification to the Principal Contact.

17.2 In the event of a change in price, all Credits purchased and fully paid prior to the change in price will remain valid at the new prevailing rate.

17.3 In the event of a change in the number of Credits charged per hr, the new charges will apply to all Incidents closed after the date of introduction of the new charges.

17.4 Zero One retain the right to review the price of Z-Blocks Options from time to time. Zero One undertake to inform the Customer of any such alterations with 30 days written and email notification to the Principal Contact.

17.5 If the Customer objects to a change in price, they have the right to terminate the Z-Blocks Option in question OR the entire Agreement upon the provision of 30 days notification in writing as per section 11.0 above.

18.0 Changes to the Terms and Conditions of Z-Blocks.

18.1 Zero One retains the right to review these Terms and Conditions from time to time. With the exception of changes and additions to Annexes as stated in clause 6.6 above, Zero One undertake to inform the Customer of any such alterations with 30 days notification via email to the Principal Contact.

18.2 Zero One undertake to inform the Customer of any such alterations with 30 days written and email notification to the Principal Contact

18.3 Following the 30 day notice period provided, the alterations will come in to effect and the new Terms and Conditions will become applicable.

18.4 The Customer is responsible for being aware of the applicable Terms and Conditions for Z-Blocks

18.5 If the Customer feels unable to adhere to the altered Terms and Conditions, they have the right to terminate the Agreement upon the provision of 30 days notification in writing as per section 11.0 above

19.0 Entire Agreement

19.1 The Z-Blocks Agreement supersedes all prior Agreements made between Zero One and the Customer for the provision of Support services and constitutes the entire Agreement between the parties relating to Z-Blocks.

19.2 The Agreement does not supersede the Full Terms and Conditions of Zero One for any other business activities that the parties are or have been engaged in or may be engaged in the future.

19.3 No addition to or modification of any provision of these Terms and Conditions shall be binding upon the parties, except as set out herein, unless made in writing and signed by a duly authorised representative of each of the parties.

19.4 If any term, clause or condition of these Terms and Conditions is in violation of any applicable law, statute or regulation, the term, clause or condition in question shall be deemed as being deleted without effect to the remainder of these Terms and Conditions.

19.5 These Terms and Conditions shall remain in full force as if the deleted term, clause or condition had not been included. Zero One and the Customer will negotiate, in good faith, alternative terms, clauses or conditions to those deleted that are mutually acceptable to both parties.

19.6 Headings are included for convenience only and shall not affect the interpretation of the Agreement.

20.0 Notice

20.1 Any notice given under the Agreement by the Customer to Zero One shall be provided in writing by post or fax as set out below:

20.1.1 Postal address: Zero One Technology Ltd 18 Teddington Business Park Station Road Teddington TW11 9BQ

Fax Number: 020 8977 1799

20.2 Any notice given under the Agreement by Zero One to the Customer shall be provided to the Customer as set out herein and in accordance with the contact details for the Customer stated in the Agreement. The Customer may change its contact details from time to time if required, by the provision of notice to Zero One.

21.0 Governing Law

21.1 The Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

Agreement Details

To Be Completed by the Customer:

Client / Company:	
Address 1:	
Address 2:	
Address 3:	
Post Code:	
Full Name & Position:	
Signed By:	
Date:	

To Be Completed by Zero One Technology Limited:

Full Name & Position:	
Signed By:	
Date:	

